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RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 28 Rev.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration of the sum of \$4,040.00 Dollars cash in hand paid, receipt whereof Barbara Frost Wenndt and is hereby acknowledged, we (I), the undersigned grantor(s) husband, Arlin H. Wenndt have (has) this day bargained and sold and by these presents do hereby grant, bargain, sell, convey, transfer, and deliver unto the State of Alabama a permanent easement and right-of-way for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Shelby, State of Alabama.

The easement and right-of-way hereby granted is more particularly located and described as follows, to-wit: and as shown on the right-of-way map of Project No. F-214(19) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

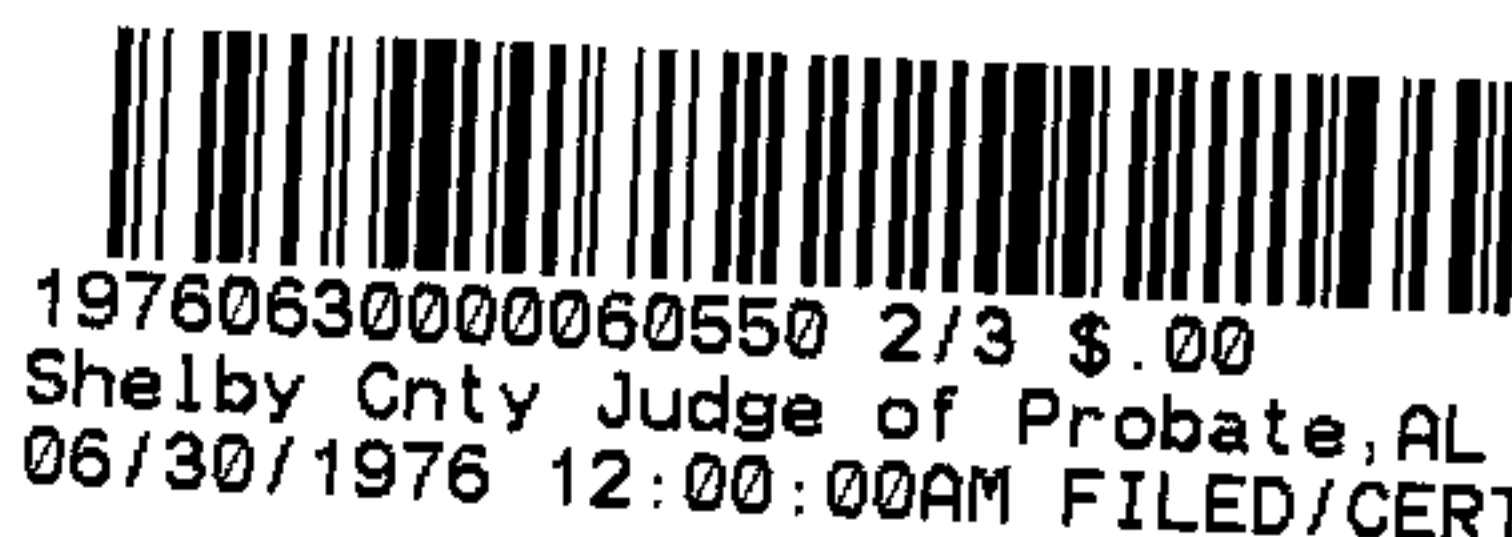
Commencing at the northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 17, T-19-S, R-1-W; thence easterly along the north line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 526 feet, more or less, to a point that is 150 feet southwesterly of and at right angles to the centerline of Project No. F-214(19) and the point of beginning of the property herein to be conveyed; thence continuing easterly along the north line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$, the north property line, a distance of 140 feet, more or less, to the present southwest right-of-way line of U. S. Highway No. 280; thence southeasterly along said present southwest right-of-way line, a distance of 120 feet, more or less, to the southeast property line; thence southwesterly along said southeast property line, a distance of 152 feet, more or less, to the south property line; thence westerly along said south property line, a distance of 73 feet, more or less, to a point on a line, which extends from a point that is 210 feet southwesterly of and at right angles to the centerline of said project at Station 331+30 to a point that is 150 feet southwesterly of and at right angles to the centerline of said project at Station 328+00.41, thence northerly

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Shelby Cnty Judge of Probate, AL
06/30/1976 12:00:00AM FILED/CERT

along said line a distance of 239 feet, more or less, to said point that is 150 feet southwesterly of and at right angles to the centerline of said project at Station 328+00.41; thence N 19° 03' 26" W, parallel to the centerline of said project a distance of 12 feet, more or less, to the point of beginning.

Said strip of land lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 17, T-19-S, R-1-W and containing 0.74 acres, more or less.



To have and to hold the said easement and right-of-way unto the State of Alabama and unto its successors and assigns forever.

And the said grantor(s) hereby covenant(s) with the State of Alabama that we (I) are (am) lawfully seized and possessed of the afore-described tract or parcel of land; that we (I) have a good and lawful right to sell and convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, above stated, we (I) hereby release the State of Alabama, its employees and officials, from all claims for damage, from whatsoever cause, present, or prospective, incidental, or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

In witness whereof we (I) have hereunto set our (my) hand(s) and seal(s) this the 22nd day of June, 1976.

Richard West Kennel (LS)

John H. Kennel (LS)

(LS)

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1. *Phragmites australis* (Cav.) Trin. ex Steud.
 2. *Scirpus americanus* (L.) Pers.
 3. *Scirpus setaceus* (L.) Pers.
 4. *Scirpus robustus* (L.) Pers.
 5. *Scirpus tabernaemontani* (Cav.) Trin. ex Steud.
 6. *Scirpus torreyana* (L.) Pers.
 7. *Scirpus yagara* (L.) Pers.
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ACKNOWLEDGMENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, Cecelia Mann, a Notary Public in and for said Barbara Frost and husband, Arlin H. Wenndt County and State, hereby certify that Wenndt, whose name(s) are (are)(is) signed to the foregoing conveyance _____ and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of June 19 76

Cecelia Mann
NOTARY PUBLIC

My Commission Expires _____
STATE OF ALA. SHELBY CO. CERTIFY THIS INSTRUMENT WAS FILED
1976 JUN 30 AM 9:17
Exempt
JUDGE OF PROBATE

CORPORATE ACKNOWLEDGMENT

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Shelby Cnty Judge of Probate, AL
06/30/1976 12:00:00AM FILED/CERT

I, _____, a Notary Public in and for said County and said State, hereby certify that _____, whose name(s) as _____ of the _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he (they) as such official(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____ 19 ____.

NOTARY PUBLIC

My Commission Expires _____:

Coleman & Leedom
2121 Bldg, Suite 1311
Bham 35203

to

STATE OF ALABAMA

WARRANTY DEED
EASEMENT

STATE OF ALABAMA

County of _____

I, _____

Judge of Probate in and for said State and

County, hereby certify that the within conveyance was filed in my office at _____ o'clock _____ M., on the _____ day of _____ 19____

and duly recorded in Deed Record _____ page _____

Dated _____ day of _____ 19____

Judge of Probate _____ County, Ala.